

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WK9GG871386070		PAGE 1 OF 36	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PF-07-T-0084	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CRISTINA PANCACCINI		b. TELEPHONE NUMBER (No Collect Calls) 050-548365		6. SOLICITATION ISSUE DATE 28-Jun-2007	
9. ISSUED BY ACA RCO ITALY - SUBOFFICE LIVORNO ATTN: KO DIRECTORATE OF CONTRACTING UNIT 31301 BOX 10 APO AE 09613 TEL: DSN 633-8363 FAX: DSN 633-8289		CODE W912PF		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.					ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.					ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 36	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)				
		41c. DATE		42c. DATE REC'D (YY/MM/DD)		
				42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CUT 90 TREES FFP INCLUDING STUMP REMOVAL IN CAMPP DARBY, SUPPLY & MAINTENANCE AREA AND LIVORNO TRAINING AREA IN STRICT ACCORDANCE WITH ATTACHED TECHNICAL SPECIFICATION ED- 00318-7P CONSISTING OF 4 PAGES DATED 26 JUNE 2007 AND MAPS CONSISTING OF 22 SHEETS FOB: Destination PURCHASE REQUEST NUMBER: WK9GG871386070	90			

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TREES REPLANTING FFP INCLUDING THREE YEARS WARRANTY FROM THE TIME THE TREES TAKE ROOT, WILL BE ENFORCED IN STRICT ACCORDANCE WITH ATTACHED TECHNICAL SPECIFICATION ES-00318-7P CONSISTING OF 4 PAGES DATED 26 JUNE 2007 AND MAPS CONSISTING OF 22 SHEETS FOB: Destination PURCHASE REQUEST NUMBER: WK9GG871386070	180	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7500		1	Lump Sum		

CONTRACT MANPOWER REPORTING REQUIREMENT**FFP**

The Contractor is required to report all Contractor manpower (to include subcontractor manpower) required for the performance of this contract. The Contractor is required to completely fill in all the required fields in the reporting system using the following web address: <https://cmra.army.mil/>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor shall prepare two reports. One report for the performance period: 01 September 2007-30 September 2007. The report shall be completed by 31 October 2007. The second report for the performance period : 01 October 2007- 30 November 2007 . The report shall be completed by 30 December 2007. Failure to comply with this reporting requirement will result in contract termination.

TRADUZIONE

La Ditta aggiudicataria dovra' compilare un rapporto elencando la forza lavoro o mano d'opera (incluso il subappalto), necessaria per lo svolgimento del servizio previsto dal contratto. La Ditta dovra' quindi compilare tutte le informazioni richieste dal modulo che trovera' accedendo al seguente sito web: <https://contractormanpower.army.pentagon.mil/>

L'Ufficio Contratti e' a disposizione della Ditta per ogni chiarimento od assistenza riguardante la compilazione del rapporto. La ditta dovra' preparare due rapporti. Un rapporto per il periodo di lavoro 01 Settembre 07-30 Settembre 07. I rapporto dovra' essere completato entro 31 Ottobre 07. Il secondo rapporto per il periodo di lavoro 01 Ottobre 07- 30 Novembre 07. Il rapporto dovra' essere completato entro il 30 Dicembre 07.

La mancata complilazione del suddetto rapporto potra' avere come conseguenza la chiusura del contratto per inadempienza.

FOB: Destination

PURCHASE REQUEST NUMBER: WK9GG871386070

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

0002	N/A	N/A	N/A	Government
7500	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 04-SEP-2007 TO 30-NOV-2007	N/A	AST LIV, DPW GIUSEPPE CARRA ATTN: BUILDINGS & GROUNDS EDIFICIO 5155 (ZONA DEPOSITO) CAMP DARBY 56018 TIRRENIA (PI) 633 7967 FOB: Destination	WK9GG8
0002	POP 04-SEP-2007 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WK9GG8
7500	POP 04-SEP-2007 TO 30-NOV-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WK9GG8

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	JUL 2006
52.212-1	Instructions to Offerors--Commercial Items	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.232-8	Discounts For Prompt Payment	FEB 2002
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

In accordance with Federal Acquisition Regulation 13.106-2 (b)(3) – Evaluation Procedures, quotations will be evaluated in an efficient and minimally burdensome fashion by evaluating only the lowest priced quotation. Factor(s) will be evaluated for technical acceptability and will be scored on a Pass or Fail basis. If one or more of the lowest

priced quotation's factor(s) is rated as Fail, then the next lowest priced quotation will be evaluated. The process will be repeated until award is made on the basis of the lowest evaluated proposal price whose factor(s) are rated as Pass.

The offeror is responsible for submitting a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements.

Past Performance (Factor): Past performance is an indicator of an offeror's ability to perform the contract successfully. This factor will be rated Pass or Fail based on whether the offeror demonstrates successful past performance. In the case of an offeror without a record of relevant past performance or for whom information on relevant past performance is not available, the offeror must demonstrate successful past performance regarding predecessor companies, key personnel or subcontractors that will perform major or critical aspects of the requirement who have experience relevant to the Government's requirement. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of unsuccessful past performance. Also, failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance.

The offeror must submit information from at least three past (completed in the last 3 years) or current contracts (including Federal, State, and local government and private) which were/are similar in size and complexity, including greater in size and complexity, to the to the Government's requirement. Offerors must include the following information for each of the three contracts.

- Name of customer
- Customer's telephone number
- Brief description of contract
- Total contract value
- Performance period

Offerors may provide information on problems encountered on the identified contracts and the offeror corrective actions. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance. The Government will consider this information, as well as information obtained from any other sources.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____

—	—
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Removed].

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X___ (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

___ (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___ (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X___ (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

X___ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (33) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (35) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available

for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar1.htm>

www.arnet.gov/far

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffar1.htm>

www.arnet.gov/far

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ___ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ___ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ___ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) ___ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) X Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert)_____ RATE (PERCENTAGE): (Offeror Insert)_____

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.229-7003 TAX EXEMPTIONS (ITALY) (JAN 2002)

(a) The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

(iii) The following fiscal code(s): **80028250241**

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

"I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972." An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

- (2) Imposta di Consumo (Consumption Tax for Electrical Power).
- (3) Dazi Doganali (Customs Duties).
- (4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).
- (5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).
- (6) Imposta di Registro (Registration Tax).
- (7) Imposta di Bollo (Stamp Tax).
- (End of clause)

CCE 223-4001 DISPOSAL (ITALY) (March 2005)

Any disposal of material required under this contract shall be performed, without additional expenses to the Government, in strict accordance with all applicable Italian Laws.

Disposal on Government installations/facilities is strictly prohibited.

CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usace.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: _____ DPW-B&G DIVISION _____
 Location: _____ DEPOT AREA _____ Building No: _____ 5155 _____
 DSN Phone No: _____ 633-7915 _____ Commercial Phone No: _____ 050-547915 _____
 Installation Access Control Office:
 Location: _____ CAMP DARBY _____ Building No: _____ 806 _____
 DSN Phone No: _____ 633-8369 _____ Commercial Phone No: _____ 050-548369 _____

CCE 225-4003 NOTICE OF CONTRACTOR RESPONSIBILITY TO HOST NATION (March 2005)

This is a non-personal service contract with an individual acting as an independent contractor. As such, the contractor is not an employee of the U.S. Government and it is solely the contractor's responsibility to determine his/her reporting and payment responsibilities under Host Nation tax and labor laws. Status as a member of the U.S. Forces under the NATO SOFA Supplementary Agreement does not in itself relieve the contractor of responsibilities under Host Nation laws. Contractor should consult appropriate authorities and advisors on these matters. Department of Defense military and civilian personnel will not provide advice in these matters. Contractor shall hold harmless the U.S. Government for any liability that may arise from the contractor's noncompliance with Host Nation laws.

CCE 233-4001 CHOICE OF LAW – OVERSEAS (ITALY) (March 2005)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is to be performed and agrees to accept the exclusive jurisdiction of the Armed Service Board of Contract Appeals and the United States Claims Court for the hearing and determination of any and all disputes that may arise under the Dispute Clause.

Traduzione: Scelta della Giurisdizione

Il presente contratto sara' interpretato ai sensi della legge vigente negli Stati Uniti d'America. Con il perfezionamento del presente contratto, il contraente dichiara espressamente di rinunciare al diritto di invocare la giurisdizione delle autorità giudiziarie del luogo ove il contratto stesso deve essere eseguito ed dichiara inoltre di accettare la giurisdizione esclusiva del Armed Service Board of Contract Appeals e del Claims Court degli Stati Uniti per l'esame e la determinazione delle controversie che dovessero sorgere ai sensi della Clausola sulle Controversie.

(Signature of Contractor)

(Date)

TECHNICAL SPECIFICATIONS

DEPARTMENT OF THE ARMY
USAG LIVORNO
APO AE 09613

Project # ED-00318-7P

TECHNICAL SPECIFICATIONS
Consisting of 4 pages

CUT OF 90 TREES AT HIGH RISK OF FALLING DOWN
AND RE-PLANTING OF 180 TREES IN CAMP DABRY,
SUPPLY & MAINTENANCE AREA AND LIVORNO TRAINING AREA

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MAP

CHAPTER I

GENERAL PROVISIONS

1-01 **QUALITY OF WORK.** Contractor work shall be performed in a workmanlike manner by skilled labor in strict compliance with the drawing and specifications. In all cases the Contractor will be responsible for the professional ability of his personnel as well as that of possible subcontractors. Any unforeseen difficulty encountered by the Contractor in the execution of a given work will be notified in writing to the COR along with the proposal of adequate solutions.

1-02 **WORK PHASING:**

a. Work schedule. Whenever the nature of the contract and the work location are such that the work is to be performed in an area assigned to activities and service that cannot be interrupted, work shall be scheduled with concurrence of COR in such a manner as to cause the least possible inconvenience to the normal operations of mentioned activities and services. Work shall start only after the Government approves the Contractor's schedule.

b. Quality control daily report. At the end of each work day the Contractor shall prepare a signed report showing that the quality of work performed is acceptable. Above report shall be received weekly by QAE and submitted to COR.

c. Work progress report. Daily, the Contractor shall prepare a signed work progress report indicating the work performed of each category and its percentage. This report shall be submitted with the quality control daily report.

d. Utilities cut-offs. As a rule, cut-off of power and other utilities (water, sewage, heating system, etc.) is not allowed. All temporary connections, necessary to insure continuous power distribution shall be provided by Contractor. If cut-offs are necessary, they shall not exceed the period of time strictly needed to make the temporary connections. Cut-off shall be scheduled with the COR no less than 15 days ahead of time.

e. Alarm, telephone and television systems. Deenergizing of alarm, telephone and television systems, is strictly prohibited. Should these items, which may not appear on the drawing, interfere with the contract work, they shall be temporarily diverted and fed by means of temporary connections to be adequately protected. Temporary connections shall be installed at no cost to the US Government.

1- 03 **STORAGE OF EQUIPMENT AND CLEANING.** Shelters, tools and equipment shall be arranged in the building yard, agreed between COR and Contractor, organized and maintained at Contractor's care and responsibility. Accumulation of rubble and debris will not be allowed. Contractor shall promptly transport, at his own expense and care, above material to a dump, designated by him and, in any case, placed outside the installations. Following the necessary technical inspections, final contract payment will be authorized only after the work area is thoroughly clean and clear.

1-04 **INSPECTION OF WORK.** The extent and quality of the work performed by the Contractor shall be subject to inspection by the Contracting Officer Representative (COR) and his assistant (QAE).

1-05 **SAFETY LAWS.** All work described in these specifications shall be accomplished by Contractor in strict compliance with the existing safety laws without additional cost for Government.

1-06 **TRANSLATION AND TITLE ABBREVIATION.** The terms COR and "Direzione dei Lavori" used in the Italian version of these specifications is equivalent to the American term "Contracting Officer's Representative", which in the English version is indicated by the letter COR.

CHAPTER II

DESCRIPTION OF WORK

2-01 STATEMENT OF WORK. Furnish all plant, labor, equipment, material and transportation necessary for the accomplishment of the work described in these specifications.

2-02 VISIT TO THE WORK SITE. For a correct bid preparation, it is suggested that the Contractor conduct a preliminary visit to the work site so that the project data may be verified and the construction problems evaluated from an objective standpoint. Any claim to higher compensation, submitted during the work course, deriving from a wrong or non evaluation of the data ascertainable during the bid phase shall be rejected, as determined by the Contracting Officer.

2-03 PARTICULAR PRESCRIPTIONS.

- a. Upon written request for final inspection, Contractor shall enclose a Delivery Report (Dichiarazione Liberatoria) certifying the performed delivery of all commercial wood coming from this contract to the Domain representative who shall countersign it.
- b. Delivery to the Domain of commercial wood. All wood obtained from the operations described above, having a diameter of 5 cm. or more, shall be cleaned and cut in 1 lm. long pieces. This wood shall be then delivered, by Contractor, to the Domain storage located in Via Livornese, unloaded and neatly stockpiled by "metro stero" system according to the best forestry practice. Stockpiles shall be formed in the areas indicated by the Domain representative so to not obstruct traffic in any way. The Contractor may be relieved from the task of cutting the trees in 1 lm long sections if so requested by the Italian Domain Inspector. The Inspector may request cutting into longer sections. In any case, Contractor shall transport and deliver the trunks to the Domain storage. Foliage, less than 5 cm. diameter, shall be transported to the dump at Contractor's care and expense. The work shall be performed in presence of persons and activities so all the safety measures shall be adopted to avoid hazards and damages. At the end of each work day, the Contractor will provide a site completely clear of wood laying on the ground.

CHAPTER III

WORK EXECUTION

3-01 The Contractor shall perform, immediately upon the contract award, the cut of n. 90 pine trees (*Pinus pinea*) and the consequent entire removal of the stumps and ground refilling to the previous level. In addition, before the end of the contract, the Contractor shall replace the fallen tree with n. 180 Mediterranean type ones, in the area shown on the map, as follows : n. 90 pine trees (*Pinus pinea*), n. 20 *Quercus ilex*, n. 20 *Fraxinus oxycarpa*, n. 20 *Ulmus minor*, n. 30 *Carpinus Betulus*. The planted trees shall have a trunk diameter (colletto) of 4 cm., and 2,00 mt height. They shall be on pots with supports tied by plastic elastics. A 3-year warranty starting from the time the trees take root, will be enforced. Planting period shall be during the months October-November.

DEPARTMENT OF THE ARMY
USAG LIVORNO
APO AE 09613

PROGETTO No. ES-00318-7P

CAPITOLATO TECNICO
Composto di 4 pagine

TAGLIO DI 90 ALBERI A RISCHIO CADUTA E
RIPIANTUMAZIONE DI 180 ALBERI IN CAMP DARBY,
SUPPLY & MAINTENANCE AREA E LIVORNO TRAINING AREA

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PLANIMETRIA

CAPITOLO I

NORME GENERALI

1-01 **REQUISITI QUALITATIVI.** Le opere in appalto dovranno essere eseguite a regola d'arte da personale qualificato, in piena osservanza di quanto indicato in questo capitolato. Delle capacità professionali del proprio personale e di quello fornito da eventuali subappaltatori rimane comunque responsabile l'Appaltatore. Qualora incontri difficoltà impreviste ad effettuare un determinato lavoro, l'Appaltatore dovrà notificarlo per iscritto alla Direzione dei Lavori proponendo idonee soluzioni esecutive.

1-02 **CONDOTTA DEI LAVORI:**

a. Programma di lavoro. Ove l'ubicazione del cantiere di lavoro e la natura dell'appalto comportino l'esecuzione di opere in aree assegnate ad attività e servizi non suscettibili di interruzione, l'Appaltatore sarà tenuto a concordare con la Direzione dei Lavori un programma di lavoro che arrechi il minor disturbo possibile al loro regolare funzionamento. L'inizio dei lavori sarà subordinato all'approvazione del programma.

b. Rapporto giornaliero per il controllo della qualità. Alla fine di ogni giorno lavorativo l'Appaltatore dovrà preparare un rapporto firmato indicante che la qualità del lavoro eseguito è accettabile. Il giorno seguente, tale rapporto dovrà essere consegnato all'Assistente Tecnico (QAE) il quale provvederà a inviarlo alla Direzione dei Lavori.

c. Giornale dei Lavori. Giornalmente l'Appaltatore dovrà registrare i lavori eseguiti per ogni categoria e le relative quantità su di un rapporto firmato. Questo rapporto dovrà essere consegnato insieme al rapporto per il controllo della qualità.

d. Interruzioni nei servizi. La disalimentazione dell'impianto elettrico e degli altri servizi (acquedotto, fognatura, impianto di riscaldamento, ecc), non è ammessa in via generale. L'Appaltatore dovrà pertanto provvedere alla realizzazione di tutti gli allacciamenti eventualmente necessari per garantire la costante alimentazione. Le eventuali interruzioni necessarie non dovranno superare la durata strettamente indispensabile all'esecuzione degli allacciamenti temporanei, e dovranno essere richieste alla Direzione dei Lavori con almeno 15 giorni di anticipo.

e. Impianti di allarme, telefonici e televisivi. E' assolutamente vietata la disattivazione di impianti di allarme, telefonici e televisivi. Qualora detti impianti anche se non mostrati nei disegni interferiscano con la realizzazione delle opere in contratto essi dovranno essere temporaneamente deviati e rialimentati con allacciamenti temporanei adeguatamente protetti. Detti allacciamenti saranno a totale carico della Ditta appaltatrice.

1-03 **DEPOSITO EQUIPAGGIAMENTI E PULIZIA.** Ricoveri, attrezzi e mezzi d'opera verranno sistemati nel cantiere di lavoro, concordato con la Direzione dei Lavori, dall'Appaltatore organizzato e mantenuto a sua totale cura e responsabilità. L'accumulo di detriti, e materiali di recupero di risulta dell'appalto non saranno consentiti. L'Appaltatore dovrà provvedere a sue spese e cura al trasporto immediato dei materiali suddetti alla discarica, la Lui prescelta, posta, in ogni caso, fuori dell'Installazione. Effettuate le necessarie verifiche tecniche, il pagamento di ogni ordine di servizio verrà autorizzato solo dopo che saranno state constatate nella zona di lavoro soddisfacenti condizioni di sgombramento e pulizia.

1-04 **ISPEZIONE LAVORI.** La qualità e la quantità dei lavori svolti dall'Appaltatore saranno soggette ad ispezione da parte del Rappresentante dell'Ufficiale Contraente (COR) e del suo Assistente (QAE).

1-05 **NORME DI SICUREZZA DEI LAVORATORI SUL POSTO DI LAVORO.** Tutti i lavori descritti in questo capitolato dovranno essere eseguiti dall'Appaltatore in piena osservanza della normativa vigente senza richiedere alcun compenso aggiuntivo oltre quello di aggiudicazione.

1-06 TRADUZIONE ED ABBREVIAZIONE DI TITOLO. Il termine “Direzione dei Lavori” usato nel testo italiano di questo capitolato e’ l’equivalente del termine americano “Contracting Officer’s Representative” (Rappresentante dell’Ufficiale Contraente), indicato nel testo in lingua inglese con l’abbreviazione COR.

CAPITOLO II

DESCRIZIONE DEL LAVORO

2-01 OGGETTO DELL'APPALTO. Forma oggetto di questo appalto la fornitura di tutte le attrezzature, la manodopera, i mezzi di trasporto e da lavoro occorrenti per la realizzazione delle opere descritte in dettaglio dal presente capitolato.

2-02 VISITA AL CANTIERE DI LAVORO. Ai fini di una corretta formulazione dell'offerta e' consigliabile che l'Appaltatore effettui una visita preliminare al futuro cantiere di lavoro, onde verificare autonomamente i dati di progetto e valutarne obbiettivamente i problemi esecutivi. Qualsiasi pretesa di maggiori compensi eventualmente accampata dalla Ditta in corso d'appalto verra' respinta qualora essa derivi da mancata od errata valutazione di elementi accertabili in sede di gara, come determinato dal COR.

2-03 PRESCRIZIONI PARTICOLARI.

a. Alla richiesta scritta per l'ispezione finale, l'Appaltatore dovra' allegare una dichiarazione liberatoria attestante l'avvenuta consegna di tutto il legname commerciale proveniente dal contratto in oggetto al rappresentante del Demanio, che la dovra' controfirmare.

b. Legname Commerciale. Tutto il legname risultante dalle operazioni sopra descritte avente un diametro di almeno 5 cm. sara' pulito e sezionato in pezzi da un metro. Detto legname dovra' poi essere consegnato dall'Appaltatore al piazzale del Demanio in Via Livornese, scaricato e impilato con sistema "metro stero" in accordo con la migliore tecnica forestale. Lo stoccaggio dovra' essere eseguito in aree indicate dal rappresentante del Demanio cosi' da non intralciare in alcun modo il traffico. L'Appaltatore potra' essere sollevato dal compito di sezionare gli alberi in pezzi da un metro se cosi' richiesto dall'Ispettore del Demanio. L'Ispettore potrebbe chiedere il taglio in sezioni piu' lunghe. In ogni caso l'Appaltatore dovra' trasportare e consegnare i tronchi al piazzale del Demanio. Tutte le ramaglie inferiori ai 5 cm. di diametro dovranno essere trasportate a discarica a spese dell'Appaltatore. Il lavoro sara' svolto in presenza di persone e attivita', quindi dovranno essere adottate tutte le misure di sicurezza al fine di evitare rischi e danni. Alla fine di ogni giornata lavorativa, l'Appaltatore lascera' il luogo di lavoro completamente libero da rami giacenti sul terreno.

CAPITOLO III

ESECUZIONE DEL LAVORO

3-01. L'Appaltatore dovrà provvedere immediatamente dopo l'aggiudicazione del contratto d'appalto all'abbattimento di n. 90 di pino (*Pinus pinea*) alberi e alla successiva completa rimozione della ciocca con riporto di terra al piano del terreno; inoltre, prima del termine del contratto, l'Appaltatore dovrà provvedere al rimpiazzo, nell'area indicata in planimetria, degli alberi abbattuti con altri 180 alberi di tipo mediterraneo di cui n. 90 pini (*Pinus pinea*), n. 20 *Quercus Ilex*, n. 20 *Fraxinus oxycarpa*, 20 *Ulmus minor*, 30 *Carpinus betulus* che dovranno avere un diametro di 4 cm., al colletto, e un'altezza di mt. 2,00; dovranno essere in vaso con relativi pali di sostegno legati con filo in plastica elastico; dovrà essere inclusa una garanzia di attecchimento di anni 3 dalla messa a dimora. Il periodo di reimpianto dovrà essere compreso nei mesi di Ottobre-Novembre.